

INVITATION FOR BIDS (IFB) NO. 97-064
TO
FURNISH, PRINT, AND DELIVER
THERMAL TICKET STOCK
ON A REQUIREMENTS BASIS
FOR THE
ATHLETICS DEPARTMENT
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

MARCH, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

REMINDER:

The following must be submitted with bid:

1. Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX CLEARANCE.
2. Sample of printed thermal ticket stock being offered.

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-064, Thermal Ticket Stock, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than 2:30 p.m., April 24, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Direct all questions to Joyce Teraoka, (808) 956-7977.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser

Issue of: April 10, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM

TO

FURNISH, PRINT, AND DELIVER

THERMAL TICKET STOCK ON A REQUIREMENTS BASIS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-064, TO FURNISH, PRINT, AND DELIVER THERMAL TICKET STOCK ON A REQUIREMENTS BASIS FOR THE ATHLETICS DEPARTMENT, UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to furnish, print, and deliver the ticket stock to the Athletics Department, University of Hawaii at Manoa, 1337 Lower Campus Road, Honolulu, Hawaii 96822, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery within SIXTY (60) consecutive calendar days from receipt of each purchase order, as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Estimated Annual Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	Thermal Ticket Stock for Regular Season Tickets, as per Technical Specifications	400,000	\$_____	\$_____
	Manufacturer and Model No. Offered			

2.	Thermal Ticket Stock for Post Season Tickets, as per Technical Specifications	100,000	\$_____	\$_____
	Manufacturer and Model No. Offered			

TOTAL AGGREGATE BID:				\$_____

Bidders must bid on all items in order to be considered for award. Prices shall be f.o.b. destination and include all applicable taxes.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to TAX CLEARANCE in the SPECIAL PROVISIONS and TAXES in the GENERAL PROVISIONS.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

LOCATION OF PRINTSHOP

Pursuant to Section 103D-1003, Hawaii Revised Statutes, the undersigned certifies that the printing shall be done at:

Location of Printshop

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

CERTIFICATION OF RECYCLED CONTENT

(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

RE: IFB No.: _____

Project/Title: _____

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____, (date)
and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the ticket stock required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

Print, furnish, and deliver:

ITEM NO. 1: Thermal Ticket Stock for Regular Season Tickets, with the following specifications:

Quantity:	Estimated 400,000 pieces/year. The University intends to place an initial order of 200,000 pieces and thereafter issue supplemental orders, each at a minimum of 20,000 pieces, throughout the contract period as required.
Size:	2.5" x 6"
Paper:	Paper stock TLD 7R, 7 mil thermal tag, recycled, or acceptable alternate. All paper offered shall contain recycled materials. Bidders shall complete <u>CERTIFICATION OF RECYCLED CONTENT</u> form (see page Bid - 4).
Design:	As shown in EXHIBIT A.
Colors:	FOUR (4) color front, ONE (1) color back (See EXHIBIT A).
Perforation:	1" from right end (see EXHIBIT A).
Advertisements and Disclaimer:	Disclaimer shall be printed as shown on EXHIBIT A. The placement of the advertisement shall be as on EXHIBIT A; the University shall provide Contractor with a camera-ready copy of advertisement at the time of order.
Bar Code:	Shall be printed in the same location and size of sample.
Numbering:	Sequential numbering with black ink, (see EXHIBIT A).
Packaging:	Tickets to be fan-folded every two tickets and packaged in cardboard boxes.

ITEM NO. 2: Thermal Ticket Stock for Post-Season Tickets, with the following specifications:

Quantity: Estimated 100,000 pieces/year. The University intends to place an initial order of 60,000 pieces and thereafter issue supplemental orders, each at a minimum of 20,000 pieces, throughout the contract period as required.

Size: 2.5" x 6"

Paper: Paper stock TLD 7R, 7 mil thermal tag, recycled, or acceptable alternate. All paper offered shall contain complete CERTIFICATION OF RECYCLED CONTENT (see page BID - 4).

Design: As shown in EXHIBIT B.

Colors: FOUR (4) color front, ONE (1) color back (See EXHIBIT B).

Perforation: 1" from right end (see EXHIBIT B).

Disclaimer: Shall be printed as shown on EXHIBIT B. No discount offer printed on ticket back.

Bar Code: Shall be printed in the same location and size of sample.

Numbering: Sequential numbering with black ink (see EXHIBIT B).

Packaging: Tickets to be fan-folded every two tickets and packaged in cardboard boxes.

TICKET STOCK WILL BE PRINTED WITH THE UNIVERSITY'S CURRENT TICKET PRINTING SYSTEM, BOCA SYSTEMS, INC., GHOSTWRITER SERIES, MICROPLUS MODEL; THEREFORE, **ALL BIDDERS' OFFERS FOR TICKET STOCK SHALL BE PRINTABLE BY THIS PRINTING SYSTEM** (see Special Provision 8, ACCEPTANCE OF GOODS).

All questions pertaining to the Technical Specifications shall be directed to David Matlin, telephone (808) 956-4482.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

EXHIBITS A AND B

(See Official Document)

SPECIAL PROVISIONS

1. SCOPE

The Furnishing, Printing, and Delivery of Thermal Ticket Stock on a Requirements Basis for the Athletics Department, University of Hawaii at Manoa, Honolulu, Hawaii, shall be in accordance with the terms and conditions of IFB No. 97-064 and the General Provisions dated February 27, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is David Matlin, telephone (808) 956-4482.

3. SUBMITTAL OF SAMPLE

With their bids, bidders shall submit a sample of the printed thermal ticket stock being offered. The printed thermal ticket stock must meet or exceed the minimum requirements of the Technical Specifications. The University reserves the right to reject and deny any printed thermal ticket stock that it may, in its discretion, deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

4. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of THREE (3) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 10, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

5. REQUIREMENTS

This is a requirements contract for the ticket stock specified in the Bid Form and for the period set forth herein. Delivery shall be made only as authorized by purchase orders issued in accordance with the clause entitled "Ordering."

The quantities shown in the Bid Form are for bid purposes only and should not be considered firm. In the event that the University's requirements for the ticket stock do not materialize in the estimated quantities, such event shall not constitute the basis for an equitable price adjustment under this contract. The University reserves the right to order additional quantities or decrease the quantities of each item at the unit prices quoted during the term of the contract.

6. ORDERING

Orders shall be placed by the issuance of purchase orders by authorized individuals of the Athletics Department of the University of Hawaii at Manoa. Purchase orders may be issued under this contract from the date designated in the Notice to Proceed for a ONE (1)-year period.

All purchase orders issued hereunder shall reference the contract number and shall be subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any purchase order.

When mailed, a purchase order shall be "issued" for purposes of this contract at the time the University deposits the purchase order in the mail.

7. DELIVERY

Prior to delivery of each order, the Contractor shall contact the Technical Representative to coordinate delivery of the ticket stock.

8. ACCEPTANCE OF GOODS

General Provision 4.4 entitled Acceptance of Goods and Services, is not a part of the General Provisions of this contract and has been replaced by Special Provision 8 entitled ACCEPTANCE OF GOODS.

ACCEPTANCE OF GOODS

The ticket stock furnished by the Contractor shall be exactly as specified, free from all defects in design, workmanship and materials and shall be inspected by the University upon receipt of goods. If any goods supplied are found to be defective or not compatible with the University's ticket printing system, the Contractor shall correct the defects without charge. If the Contractor is unable or refuses to correct such defects, the University may terminate the contract in whole or in part, and the Contractor shall be liable to the University for all payments made to the

Contractor. In addition, the Contractor shall bear all risks and costs as to rejected goods. Notwithstanding final acceptance and payment, the Contractor shall be liable for latent defects, fraud or misrepresentation.

9. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number and purchase order number, to the Athletics Department, 1337 Lower Campus Road, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice or the acceptance of the ticket stock.

10. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

11. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

12. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is not a part of the General Provisions of this contract and has been replaced by Special Provision 12 entitled TAX CLEARANCE FOR FINAL PAYMENT:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229